



February 22, 2002

ENGROSSED HOUSE BILL No. 1013

DIGEST OF HB 1013 (Updated February 21, 2002 9:16 AM - DI 105)

Citations Affected: IC 32-7.

Synopsis: Landlord tenant law. Establishes obligations of landlords and tenants involving dwelling units that are let for rent.

Effective: July 1, 2002.

Day, Foley, Steele

(SENATE SPONSORS — BRAY, LANANE)

January 8, 2002, read first time and referred to Committee on Courts and Criminal Code.
January 31, 2002, amended, reported — Do Pass.
February 4, 2002, read second time, amended, ordered engrossed.
February 5, 2002, engrossed. Read third time, passed. Yeas 55, nays 38.

SENATE ACTION

February 11, 2002, read first time and referred to Committee on Judiciary.
February 21, 2002, amended, reported favorably — Do Pass.

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EH 1013—LS 6410/DI 75+



February 22, 2002

Second Regular Session 112th General Assembly (2002)

PRINTING CODE. Amendments: Whenever an existing statute (or a section of the Indiana Constitution) is being amended, the text of the existing provision will appear in this style type, additions will appear in **this style type**, and deletions will appear in ~~this style type~~.

Additions: Whenever a new statutory provision is being enacted (or a new constitutional provision adopted), the text of the new provision will appear in **this style type**. Also, the word **NEW** will appear in that style type in the introductory clause of each SECTION that adds a new provision to the Indiana Code or the Indiana Constitution.

Conflict reconciliation: Text in a statute in *this style type* or ~~this style type~~ reconciles conflicts between statutes enacted by the 2001 General Assembly.

ENGROSSED HOUSE BILL No. 1013

A BILL FOR AN ACT to amend the Indiana Code concerning property.

Be it enacted by the General Assembly of the State of Indiana:

1 SECTION 1. IC 32-7-10 IS ADDED TO THE INDIANA CODE AS
2 A **NEW** CHAPTER TO READ AS FOLLOWS [EFFECTIVE JULY
3 1, 2002]:

4 **Chapter 10. Tenant Obligations**

5 **Sec. 1. (a) Except as provided in subsection (b), this chapter**
6 **applies only to dwelling units that are let for rent after June 30,**
7 **2002.**

8 **(b) This chapter does not apply to dwelling units that are let for**
9 **rent with an option to purchase.**

10 **Sec. 2. The definitions in IC 32-7-5 apply throughout this**
11 **chapter.**

12 **Sec. 3. As used in this chapter, "rental premises" includes all of**
13 **the following:**

14 **(1) A tenant's rental unit.**

15 **(2) The structure in which the tenant's rental unit is a part.**

16 **Sec. 4. A waiver of the application of this chapter by a landlord**
17 **or tenant, by contract or otherwise, is void.**

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Sec. 5. A tenant shall do the following:

- (1) Comply with all obligations imposed primarily on a tenant by applicable provisions of building and housing codes.**
- (2) Keep the areas of the rental premises occupied or used by the tenant reasonably clean.**
- (3) Use the following in a reasonable manner:**
 - (A) Electrical systems.**
 - (B) Plumbing.**
 - (C) Sanitary systems.**
 - (D) Heating, ventilating, and air conditioning systems.**
 - (E) Elevators, if provided.**
 - (F) Facilities and appliances of the rental premises.**
- (4) Refrain from defacing, damaging, destroying, impairing, or removing any part of the rental premises.**
- (5) Comply with all reasonable rules and regulations in existence at the time of the lease.**

Sec. 6. At the termination of a tenant's occupancy, the tenant shall deliver the rental premises to the landlord in a clean and proper condition, excepting ordinary wear and tear expected in the normal course of habitation of a dwelling unit.

Sec. 7. (a) A landlord may bring an action in a court with jurisdiction to enforce an obligation of a tenant under this chapter.

(b) A landlord may not bring an action under this chapter unless the following conditions are met:

- (1) The landlord gives the tenant notice of the tenant's noncompliance with a provision of this chapter.**
- (2) The tenant has been given a reasonable amount of time to remedy the condition described in the landlord's notice. The landlord may not prevent the tenant from having access to the rental premises to remedy the condition described in the landlord's notice.**
- (3) The tenant fails or refuses to remedy the condition described in the landlord's notice.**

(c) A landlord may bring an action under subsection (a) even though the conditions set forth in subsection (b) are not met if the landlord initially determines after the termination of a tenant's occupancy that the tenant violated an obligation of the tenant under this chapter.

(d) This section may not be construed to limit a landlord's rights under IC 32-7-9.

(e) If the landlord is the prevailing party in an action under this section, the landlord may obtain any of the following, if



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appropriate under the circumstances:

(1) Recovery of the following:

(A) Actual damages.

(B) Attorney's fees and court costs.

(2) Injunctive relief.

(3) Any other remedy appropriate under the circumstances.

(e) In an action filed under this section, the court may award reasonable attorney's fees, court costs, and other reasonable expenses of litigation to the tenant if the tenant prevails and the court finds that the action is frivolous.

SECTION 2. IC 32-7-11 IS ADDED TO THE INDIANA CODE AS A NEW CHAPTER TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2002]:

Chapter 11. Landlord Obligations Under a Rental Agreement

Sec. 1. (a) Except as provided in subsection (b), this chapter applies only to dwelling units that are let for rent after June 30, 2002.

(b) This chapter does not apply to dwelling units that are let for rent with an option to purchase.

Sec. 2. The definitions in IC 32-7-5 apply throughout this chapter.

Sec. 3. As used in this chapter, "rental premises" includes all of the following:

(1) A tenant's rental unit.

(2) The structure in which the tenant's rental unit is a part.

Sec. 4. A waiver of the application of this chapter by a landlord or tenant, by contract or otherwise, is void.

Sec. 5. At the beginning of the rental term specified in a rental agreement, a landlord shall deliver possession of the rental premises to the tenant in compliance with the rental agreement and section 6 of this chapter.

Sec. 6. A landlord shall do the following:

(1) Comply with all building and housing codes applicable to rental premises.

(2) Make all reasonable efforts to keep common areas of a rental premises in a clean and safe condition.

(3) Deliver the rental premises to a tenant in a safe, clean, and habitable condition.

(4) Provide and maintain the following items in a rental premises in good and safe working order and condition, if provided on the premises at the time of the execution of the lease:

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(A) Electrical systems.

(B) Plumbing systems sufficient to accommodate a reasonable supply of hot and cold running water at all times. However, this clause does not apply if the rental unit was in existence before July 1, 2002, and the rental unit has no plumbing systems in place. This clause is not satisfied if a rental unit has nonfunctioning plumbing systems in place.

(C) Sanitary systems.

(D) Heating, ventilating, and, if supplied, air conditioning systems. A heating system must be sufficient to adequately supply heat at all times.

(E) Elevators, if provided.

(F) Facilities and appliances supplied as an inducement to the rental agreement or required to be supplied by the landlord.

Sec. 7. (a) A tenant may bring an action in a court with jurisdiction to enforce an obligation of a landlord under this chapter.

(b) A tenant may not bring an action under this chapter unless the following conditions are met:

(1) The tenant gives the landlord notice of the landlord's noncompliance with a provision of this chapter.

(2) The landlord has been given a reasonable amount of time to make repairs or provide a remedy of the condition described in the tenant's notice. The tenant may not prevent the landlord from having access to the rental premises to make repairs or provide a remedy to the condition described in the tenant's notice.

(3) The landlord fails or refuses to repair or remedy the condition described in the tenant's notice.

(c) This section may not be construed to limit a tenant's rights under IC 32-7-9.

(d) If the tenant is the prevailing party in an action under this section, the tenant may obtain any of the following, if appropriate under the circumstances:

(1) Recovery of the following:

(A) Actual damages.

(B) Attorney's fees and court costs.

(2) Injunctive relief.

(3) Any other remedy appropriate under the circumstances.

(e) In an action filed under this section, the court may award



- 1 reasonable attorney's fees, court costs, and other reasonable
- 2 expenses of litigation to the landlord if the landlord prevails and
- 3 the court finds that the action is frivolous.

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COMMITTEE REPORT

Mr. Speaker: Your Committee on Courts and Criminal Code, to which was referred House Bill 1013, has had the same under consideration and begs leave to report the same back to the House with the recommendation that said bill be amended as follows:

Page 3, line 28, delete "(a)".

Page 4, delete lines 14 through 16.

and when so amended that said bill do pass.

(Reference is to HB 1013 as introduced.)

DVORAK, Chair

Committee Vote: yeas 11, nays 0.

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HOUSE MOTION

Mr. Speaker: I move that House Bill 1013 be amended to read as follows:

Page 2, between lines 34 and 35, begin a new paragraph and insert:

"(c) A landlord may bring an action under subsection (a) even though the conditions set forth in subsection (b) are not met if the landlord initially determines after the termination of a tenant's occupancy that the tenant violated an obligation of the tenant under this chapter."

Page 2, line 35, delete "(c)" and insert "(d)".

Page 3, line 1, delete "(d)" and insert "(e)".

(Reference is to HB 1013 as printed February 1, 2002.)

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COMMITTEE REPORT

Mr. President: The Senate Committee on Judiciary, to which was referred House Bill No. 1013, has had the same under consideration and begs leave to report the same back to the Senate with the recommendation that said bill be AMENDED as follows:

Page 1, delete lines 16 through 17.

Page 2, line 15, delete "deliberately or negligently".

Page 2, between lines 17 and 18, begin a new line block indented and insert:

"(5) Comply with all reasonable rules and regulations in existence at the time of the lease."

Page 2, between lines 39 and 40, begin a new paragraph and insert:

"(d) This section may not be construed to limit a landlord's rights under IC 32-7-9."

Page 2, line 40, delete "(d)" and insert "(e)".

Page 3, delete lines 25 through 26.

Page 3, line 41, delete ":" and insert **", if provided on the premises at the time of the execution of the lease:"**.

Page 4, delete lines 16 through 18.

Page 4, between lines 33 and 34, begin a new paragraph and insert:

"(c) This section may not be construed to limit a tenant's rights under IC 32-7-9."

Page 4, line 34, delete "(c)" and insert "(d)".

Page 4, line 38, after "damages" delete ", including any damages for personal" and insert ".".

Page 4, delete line 39.

Page 5, line 1, delete "(d)" and insert "(e)".

Page 5, delete lines 5 through 17.

and when so amended that said bill do pass.

(Reference is to HB 1013 as reprinted February 5, 2002.)

BRAY, Chairperson

Committee Vote: Yeas 9, Nays 0.

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